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APPLICATION NO.	FILING DATE	FIRST NAMED INVENTOR	ATTORNEY DOCKET NO.	CONFIRMATION NO.
09/407,434	09/29/1999	ALOK AGGARWAL	YO999-390	2755

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EXAMINER
BROWN, TIMOTHY M .

ART UNIT	PAPER NUMBER
1648	

DATE MAILED: 12/22/2003

Please find below and/or attached an Office communication concerning this application or proceeding.

PTO-90C (Rev. 10/03)

-- The MAILING DATE of this communication appears on the cover sheet with the correspondence address --

Period for Reply

A SHORTENED STATUTORY PERIOD FOR REPLY IS SET TO EXPIRE <u>3</u> MONTH(S) FROM THE MAILING DATE OF THIS COMMUNICATION.
- Extensions of time may be available under the provisions of 37 CFR 1.136(a). In no event, however, may a reply be timely filed after SIX (6) MONTHS from the mailing date of this communication.
- If the period for reply specified above is less than thirty (30) days, a reply within the statutory minimum of thirty (30) days will be considered timely.
- If NO period for reply is specified above, the maximum statutory period will apply and will expire SIX (6) MONTHS from the mailing date of this communication.
- Failure to reply within the set or extended period for reply will, by statute, cause the application to become ABANDONED (35 U.S.C. § 133).
- Any reply received by the Office later than three months after the mailing date of this communication, even if timely filed, may reduce any earned patent term adjustment. See 37 CFR 1.704(b).

Status

1)☒ Responsive to communication(s) filed on <u>25 September 2003</u> .

2a)☒ This action is **FINAL**.   2b)☐ This action is non-final.

3)☐ Since this application is in condition for allowance except for formal matters, prosecution as to the merits is closed in accordance with the practice under *Ex parte Quayle*, 1935 C.D. 11, 453 O.G. 213.

Disposition of Claims

4)☒ Claim(s) *1-6 and 8-20* is/are pending in the application.

    4a) Of the above claim(s) _____ is/are withdrawn from consideration.

5)☐ Claim(s) _____ is/are allowed.

6)☒ Claim(s) *1-6 and 8-20* is/are rejected.

7)☐ Claim(s) _____ is/are objected to.

8)☐ Claim(s) _____ are subject to restriction and/or election requirement.

Application Papers

9)☐ The specification is objected to by the Examiner.

10)☐ The drawing(s) filed on _____ is/are: a)☐ accepted or b)☐ objected to by the Examiner.

    Applicant may not request that any objection to the drawing(s) be held in abeyance. See 37 CFR 1.85(a).

11)☐ The proposed drawing correction filed on _____ is: a)☐ approved b)☐ disapproved by the Examiner.

    If approved, corrected drawings are required in reply to this Office action.

12)☐ The oath or declaration is objected to by the Examiner.

Priority under 35 U.S.C. §§ 119 and 120

13)☐ Acknowledgment is made of a claim for foreign priority under 35 U.S.C. § 119(a)-(d) or (f).

    a)☐ All b)☐ Some * c)☐ None of:

        1.☐ Certified copies of the priority documents have been received.

        2.☐ Certified copies of the priority documents have been received in Application No. _____ .

        3.☐ Copies of the certified copies of the priority documents have been received in this National Stage application from the International Bureau (PCT Rule 17.2(a)).

    * See the attached detailed Office action for a list of the certified copies not received.

14)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. § 119(e) (to a provisional application).

    a) ☐ The translation of the foreign language provisional application has been received.

15)☐ Acknowledgment is made of a claim for domestic priority under 35 U.S.C. §§ 120 and/or 121.

Attachment(s)

1) ☒ Notice of References Cited (PTO-892)

2) ☐ Notice of Draftsperson's Patent Drawing Review (PTO-948)

3) ☐ Information Disclosure Statement(s) (PTO-1449) Paper No(s) _____ .

4) ☐ Interview Summary (PTO-413) Paper No(s). _____ .

5) ☐ Notice of Informal Patent Application (PTO-152)

6) ☒ Other: Addendum TB 12/15/03

DETAILED ACTION

1.   This final Office action is responsive to the amendment mailed September 25,

2003 ("Amendment").

Response to Arguments

2.   Applicant argues the present amendment overcomes the teachings of Solomon

by requiring various steps of the negotiation method to be carried out by automated

computer elements. Amendment, p. 10. However, a reasonable interpretation of the

presently amended claims demonstrates the process steps are not restricted to the use

of automated computer elements.[1]

Lines 10 and 11 of claim 1 recite "capturing *at* a customer computer interface the

on-line e-commerce site's actions . . ." (emphasis added). Thus, it appears the

capturing step is not performed automatically *by* computer elements, but by a user *at*

the location of a computer interface. It also appears the formulating step in lines 12-15

is also performed by a user. Similarly, Applicant's negotiating step does not depend on

the operation of automated computer elements. Line 18 of claim 1 recites "negotiating

by the customer via said customer computer interface . . ." (emphasis added).

Accordingly, the negotiation process is another step that is performed by the customer

rather than automated computer elements.

It is noteworthy that some of Applicant's amendments require the inventive

method to be performed using automated computer elements. This applies to the

following steps of claim 1: the negotiating step recited in lines 16 and 17; the changing

step recited in lines 25-25; and the wherein clause of lines 29-33. Requiring *some* of

the method steps to be performed using automated computer elements has two

consequences.. First, it creates an ambiguity as to the scope of the claims as discussed

infra under the 35 U.S.C. § 112, second paragraph rejection. Second, for purposes of

examination only, the claims have been treated as if all the recited steps require the use

of automated computer elements.

Claim Rejections - 35 USC § 103

3.   The text of those sections of Title 35, U.S. Code not included in this action can

be found in a prior Office action.

4.   **Claims 1-3, 11-13 and 20 are rejected under 35 U.S.C. 103(a) as being**

unpatentable over Solomon in view of Peckover (US 6,119,101).

Regarding claims 1, 11 and 20, Solomon teaches a computer assisted on-line

negotiation method comprising the steps of:

generating off-line by an on-line e-commerce site static customer profiles based

on past history that the site has about various customers, including multiple value

attributes (col. 1, line 67; col. 2, lines 1-5; and col. 3, lines 12-14 and 43-52);

assigning by the e-commerce site a static customer profile to a new customer

visiting the on-line e-commerce site, the initial assignment to a profile being based on

said static customer profiles and whatever information is available about the customer

at the time of assignment (col. 3, lines 60-64; and col. 4, lines 1-7); .

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[1] Although Applicant's arguments have been construed in the context of the method claims, the
Examiner's remarks apply equally to the corresponding elements recited in the present system claims.

capturing by the customer the on-line e-commerce site's actions (col. 1, lines 60-64; and col. 5, lines 8-10 and 36-42);

formulating by the customer a profile of the on-line e-commerce site based on past history that the customer has about various sites,[2] including multiple value attributes, and updating the profile based on said captured actions (col. 5, lines 36-42);

negotiating by the on-line e-commerce site with the customer based on a dynamically changing profile of the customer (col. 1, lines 44-61; col. 3, lines 60-67; col. 4, lines 63-67; and col. 5, lines 1-19);

negotiating by the customer with the on-line e-commerce site based on a dynamically changing profile of the site (col. 1, lines 60-64; and col. 5, lines 8-10 and 36-42);

changing by the on-line e-commerce site the customer's static profile during negotiations based on an observed behavior of the customer, said static profile thereby being dynamic during said negotiations (col. 4, lines 1-7); and

changing by the customer the on-line e-commerce site's static profile during negotiations based on an observed behavior of the on-line e-commerce site, said static profile thereby being dynamic during said negotiations (col. 1, lines 60-64; and col. 5, lines 8-10 and 36-42);

wherein said customer profiles are comprised of information useable to the advantage of the e-commerce site in said on-line negotiation with customers and wherein said e-commerce site profiles are comprised of information useable to the

advantage of the customer in said on-line negotiation (col. 1, lines 60-64; col. 4, lines 1-7; and col. 5, lines 8-10 and 36-42).

Solomon does not expressly teach performing the client-side operations using the automated computer elements introduced by the present amendment. However, Peckover teaches an electronic commerce system having client-side intelligent agents "that represent consumers and providers in a virtual marketplace" and automatically perform a variety of shopping functions (Abstract, lines 1-5). Modifying Solomon with the teachings of Peckover would automate Solomon's negotiation method by removing the need for the user to formulate profiles and respond to vendor offers. Solomon suggests such a combination in that Solomon teaches using automated computer elements to perform all the recited steps, only on a supplier-side basis. Therefore at the time of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to modify Solomon to include Peckover's teaching of client-side intelligent agents.

Regarding claims 2 and 12, Solomon teaches all the limitations discussed under claim 1. Solomon further teaches a computer assisted on-line negotiation method further comprising the step of updating by the on-line site past history information based on the negotiations with the customer, (col. 4, lines 1-7). Solomon does not expressly teach *said customer using said customer computer interface in the negotiations.* However, Peckover overcomes this deficiency through its disclosure of client-side intelligent agents as discussed under claims 1, 11 and 20.

Regarding claims 3 and 13, Solomon further teaches a computer assisted on-line negotiation method wherein the attributes included in the past history information include non-quantitative information (col. 4, lines 1-7).

5.   **Claims 4, 5, 14 and 15 are rejected under 35 U.S.C. 103(a) as being unpatentable over Solomon in view of Peckover and Gerace (US 5,991,735).**

Regarding claims 4 and 14, Solomon and Peckover teach all the limitations discussed under claims 3 and 13 above. Solomon and Peckover do not specifically teach a computer assisted on-line negotiation method wherein the non-quantitative information includes season and time of day. However, Gerace teaches creating a customer profile wherein the profile comprises the date and time when the customer accessed a particular website (col. 7, lines 4-47). At the time of the applicant's invention, it would have been obvious to one of ordinary skill in the art, to modify the teachings of Solomon and Peckover to include the teachings of Gerace. Providing the method of Solomon with the step of updating past negotiation history information with non-quantitative information including season and time of day would provide the e-commerce website with greater bargaining power because the e-commerce site would have a means for estimating a customer's needs at a particular time.

Regarding claims 5 and 15, Solomon and Peckover teach all the limitations discussed under claims 1, 11 and 20 above. Solomon and Peckover do not specifically teach a computer assisted on-line negotiation method further comprising the steps of: capturing by the on-line e-commerce site the customer's "click-through stream" and other direct interaction with the on-line e-commerce site; and analyzing the interaction

with the on-line e-commerce site to update the customer's dynamic profile. Gerace

teaches recording the link from which the customer accesses an on-line targeted

advertising system (col. 7, lines 4-47). Gerace also teaches storing each click of a

customer's mouse to record a user's motion and movements during a session with the

targeted advertising system (Id.). At the time of the applicant's invention, it would have

been obvious to one of ordinary skill in the art, to modify the teachings of Solomon and

Peckover to include the teachings of Gerace. By capturing by the on-line e-commerce

site the customer's "click-through stream" and other direct interaction with the on-line e-

commerce site and analyzing the interaction with the on-line e-commerce site to update

the customer's dynamic profile, the e-commerce site would be informed of which items

the customer finds most interesting. Thus, the e-commerce site would be afforded

greater bargaining power by knowing the customer's preferences.

6.   **Claims 6 and 16 are rejected under 35 U.S.C. 103(a) as being unpatentable
over Solomon in view of Peckover and Gerace and further in view of Dedrick (US
5,717,923).**

Solomon, Peckover and Gerace teach all the limitations discussed under claim 5

above. Solomon and Peckover do not teach a computer assisted on-line negotiation

method wherein the other direct interaction includes the customer's voice and physical

actions. However, Gerace teaches recording a user's motions/movements through a

website (col. 7, lines 16-29) and Dedrick teaches an input means for modifying a

customer's profile using a voice input means (col. 5, lines 16-33). At the time of the

applicant's invention, it would have been obvious to one having ordinary skill in the art,

to modify the method of Solomon and Peckover to include the teachings of Gerace and

Dedrick. By recording a customer's direct interaction with the method of Solomon,

including the customer's voice and physical actions, the Solomon method would be

informed of the mood of the customer thereby allowing the method to respond to the

customer's mood.

7.   **Claims 8-10, 17-19 are rejected under 35 U.S.C. 103(a) as being**

unpatentable over Solomon in view of Peckover and an article from Library

Technology Reports ("Search Engine and DBMS Directory" Library Technology

Reports (July 1998)) ("Library Technology") and Davis (Davis, J. W. "Take your

data to the Net" PC/Computing, Vol. 10, no. 2 (February 1997)).

Regarding claims 8 and 17, Solomon and Peckover teach all the limitations

discussed under claim 1 above. Solomon and Peckover do not specifically teach an on-

line negotiation method further comprising the steps of storing by the customer a

formulated profile of the on-line e-commerce site in a database of on-line e-commerce

site profiles, and accessing the on-line e-commerce site from the database by the

customer to begin negotiations with the on-line e-commerce site. However, Library

Technology teaches creating a profile of a plurality of vendor Websites wherein the

profile includes a vendor name and a vendor URL. Page 1. Furthermore, Davis

teaches a computer application that assists users in creating a database wherein the

database may incorporate hyperlinks for accessing an Web page. Page 1. At the time

of Applicants' invention, it would have been obvious to one of ordinary skill in the art, to

modify Solomon and Peckover to include the teachings of Library Technology and

Davis. By adding the steps of having the customer store a formulated profile of the on-line e-commerce site in a database of on-line e-commerce site profiles, and accessing the on-line e-commerce site from the database by the customer to begin negotiations with the on-line e-commerce site, the method would be allowed to provide customers with quick access to on-line e-commerce websites in the context of detailed merchant information.

Note it would have been obvious to modify Solomon, Library Technology and Davis to include a client-side intelligent agent for performing the storing and accessing steps of claims 8 and 17 as discussed under claims 1, 11 and 20.

Regarding claims 9 and 18, Solomon further teaches a computer assisted on-line negotiation method recited further comprising the step of dynamically modifying by the customer the on-line e-commerce site's profile during negotiations with the on-line e-commerce site based on actions by the on-line e-commerce site (col. 4, lines 16-32 and 63-67; and col. 5, lines 1-7).

Note it would have been obvious to modify Solomon, Library Technology and Davis to include a client-side intelligent agent for performing the modifying step of claims 9 and 18 as discussed under claims 1, 11 and 20.

The examiner interprets claims 10 and 19 to read on a computer assisted on-line negotiation method wherein dynamic modifications to the e-commerce site's profile includes changes to prices of items offered for sale, packaged deals and bonuses. The examiner notes that Solomon teaches this limitation (col. 4, lines 63-67; and col. 5, lines 1-20).

Conclusion

8.   The following art has not been relied upon, but is considered relevant to

Applicant's disclosure:

    a.   Kahn et al. (US 6,574,628) 3 June 2003, System for Distributed Task

Execution

    b.   Tavor et al. (US 6,553,347) 22 April 2003, Automatic Virtual Negotiations

9.   Applicant's amendment necessitated the new ground(s) of rejection presented in

this Office action. Accordingly, **THIS ACTION IS MADE FINAL**. See MPEP

§ 706.07(a). Applicant is reminded of the extension of time policy as set forth in 37

CFR 1.136(a).

A shortened statutory period for reply to this final action is set to expire THREE

MONTHS from the mailing date of this action. In the event a first reply is filed within

TWO MONTHS of the mailing date of this final action and the advisory action is not

mailed until after the end of the THREE-MONTH shortened statutory period, then the

shortened statutory period will expire on the date the advisory action is mailed, and any

extension fee pursuant to 37 CFR 1.136(a) will be calculated from the mailing date of

the advisory action. In no event, however, will the statutory period for reply expire later

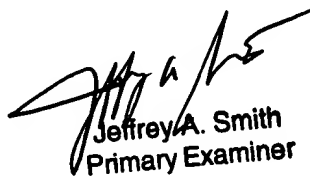than SIX MONTHS from the date of this final action.

10.   Any inquiry concerning this communication or earlier communications from the

examiner should be directed to Tim Brown whose telephone number is (703) 305-1912.

The examiner can normally be reached on Monday - Friday, 8am - 5pm.

If attempts to reach the examiner by telephone are unsuccessful, the examiner's

supervisor, James Housel can be reached on (703) 308-4027. The fax phone numbers

for the organization where this application or proceeding is assigned are (703) 872-9306

for regular communications and (703) 872-9306 for After Final communications.

Any inquiry of a general nature or relating to the status of this application or

proceeding should be directed to the receptionist whose telephone number is (703) 308-

0196.

                                                    Tim Brown
                                                    Examiner
                                                    Art Unit 1648

tb
December 14, 2003

Jeffrey A. Smith
Primary Examiner

Claim Rejections - 35 USC § 112

The following is a quotation of the second paragraph of 35 U.S.C. 112:

The specification shall conclude with one or more claims particularly pointing out and distinctly claiming the subject matter which the applicant regards as his invention.

Claims 1-20 are rejected under 35 U.S.C. 112, second paragraph, as being indefinite for failing to particularly point out and distinctly claim the subject matter which applicant regards as the invention.

Claim 1, lines 16-17 recite "negotiating by the online e-commerce site with the customer computer interface." This recitation is followed by the language "negotiation by the customer via said customer computer interface with the on-line e-commerce site . . ." (see lines 18-19). These limitations render the scope of Claim 1 indefinite because it is unclear whether the e-commerce site is negotiating with the customer, or the customer computer interface. In other words, it is unclear whether the client-side negotiation occurs manually or through the operation of an automated computer interface. This error is repeated in each of independent claims 11 and 20. Appropriate correction is required.